

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
COURT FILE NO: CV-**

## EDITH HAMILTON

**Plaintiff**

V.

**DYNAMIC RECOVERY SOLUTIONS, LLC**  
**d/b/a DYNAMIC RECOVERY SOLUTIONS**

and

**VALUE HEALTHCARE MANAGEMENT,  
LLC**

**and**

**BITACH FUND I, LLC**

## Defendants

[illegible]

## COMPLAINT

## I. JURISDICTION AND VENUE

1. Jurisdiction of this Court arises out of Defendants’ repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. section 1692 *et seq* (hereinafter “FDCPA”), and the Telephone Consumer Protection Act, 47. U.S.C. §227, *et seq.* (hereinafter “TCPA”), which prohibit debt collectors from engaging in abusive, false, deceptive, misleading and unfair practices.

2. Venue is proper in this District because Defendants transact business within this District, the acts and transactions occurred in this District, and Plaintiff resides in this District.

## II. PARTIES

3. Plaintiff Edith Hamilton, (“Plaintiff”), is a natural person residing at 2009 North 15<sup>th</sup> Street, Philadelphia, PA 19121. Because Plaintiff is allegedly obligated to pay a debt that is the subject of this case that was primarily used for family, personal or household purposes, namely, a credit card, she is a consumer within the meaning of FDCPA, 15 U.S.C. § 1692a(3) and FCEUA, 73 P.S. § 2270.3 and the UTPCPL 72 Pa.C.S 201-1.

4. Defendant DYNAMIC RECOVERY SOLUTIONS, LLC d/b/a DYNAMIC RECOVERY SOLUTIONS (“DRS”) is upon information and belief, a limited liability corporation located at 135 Interstate Boulevard, Greenville, SC 29615, and, at all times relevant herein, operated as a collection agency, and is a “debt collector” as the term is defined by 15 U.S.C. § 1692a(6) and acted by and through its owners, managers, officers, shareholders, authorized representatives, partners, employees, agents, attorneys and/or workmen who, at all times relevant herein, acted within the scope and course of their employment. At all times relevant hereto, DRS acted on its behalf and on behalf of Value Healthcare Management, LLC, and Bitach Fund.

5. Defendant VALUE HEALTHCARE MANAGEMENT, LLC, is upon information and belief, a limited liability corporation located at 3545 Cruse Road, Suite 103, Lawrenceville, GA 30044, and, at all times relevant herein, operated as a collection agency, and is a “debt collector” as the term is defined by 15 U.S.C. § 1692a(6) and acted by and through its owners, managers, officers, shareholders, authorized representatives, partners, employees, agents, attorneys and/or workmen who, at all times relevant herein, acted within the scope and course of their employment.

6. Defendant BITACH FUND I, LLC, is upon information and belief, a limited liability corporation, parent company of Value Healthcare Management LLC, located at 3545 Cruse Road, Suite 103, Lawrenceville, GA 30044, and, at all times relevant herein, operated as a collection agency, and is a “debt collector” as the term is defined by 15 U.S.C. § 1692a(6) and acted by and through its owners, managers, officers, shareholders, authorized representatives, partners, employees, agents, attorneys and/or workmen who, at all times relevant herein, acted within the scope and course of their employment..

7. At all times material and relevant hereto, Defendants are jointly, severally, individually, vicariously and/or equitably liable to Plaintiff.

8. Defendants, at all times relevant hereto, are persons who used an instrumentality of interstate commerce or the mails in a business the principal purpose of which was the collection of debts, who regularly collected or attempted to collect, directly or indirectly, debts owed or due asserted to be owed or due another, and/or who, in the process of collecting its own debts, used a name other than its own which would indicate that a third person was collecting or attempting to collect such debts.

### **III. FACTUAL ALLEGATIONS**

9. On or about May 10, 2014, Plaintiff received a telephone call from a debt collector who identified themselves as Dynamic Recovery Solutions.

10. The caller I.D. on Plaintiff's cellphone indicated the call came from 877-976-9823. Plaintiff called this number back after this call and confirmed that it was DRS.

11. Defendant, DRS told Plaintiff it was collecting a debt (“Debt”) from April 30, 2004. Plaintiff asked DRS if it were allowed to collect a debt that old and was told by

DRS that the Statute of Limitations had nothing to do with the bill and DRS was going to collect it.

12. Upon further inquiry, Plaintiff was told by DRS that the debt was for a medical bill at Temple Hospital. Plaintiff told DRS that she disputed the debt and that she did not owe any money due to her being an employee at Temple Hospital and having health insurance, which paid her medical bills in full.

13. For the ten years prior to the call of May 10, 2014, Plaintiff had not received any billing or dunning notices regarding the alleged debt.

14. Plaintiff told Defendant DRS, to stop communicating with her, however, DRS kept receiving calls on her cell phone from the same phone number as on May 10, 2014 (877-976-9823.)

15. Plaintiff did not give permission or consent to DRS to call her on her cellphone and did not have the cellphone at the time the alleged debt was incurred.

16. On or about May 22, 2014, Plaintiff received a letter from DRS attempting to collect on the alleged debt. A true and correct copy of this letter is attached as Exhibit "A."

17. The letter is addressed to Plaintiff and states that she owes \$1,248.00 for a debt owed to Temple University Hospital, for services on 4/30/2004, and current owner listed as Value Healthcare Management, L.L.C. (See Exhibit "A")

18. The letter lists the same phone number the collector from DRS had called from during the call of May 10, 2014.

19. Defendants' actions as aforesaid are deceptive, misleading and false under the FDCPA in that, inter alia:

- a. Plaintiff does not owe any monies on the alleged debt;
- b. Defendant stated that the Statute of Limitations did not matter regarding the collection of the debt;
- c. Defendant failed to send the debt validation notice in a timely manner.

#### **IV. CAUSES OF ACTION**

##### **COUNT I VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. section 1692, et seq. (Plaintiff v. All Defendants)**

20. Plaintiff incorporates her allegations of paragraphs 1 through 19 as though set forth at length herein.

21. Defendants' actions as aforestated are false, deceptive, material and misleading to Plaintiff as follows:

(a) Defendants violated 15 U.S.C. § 1692d by engaging in conduct the natural consequence of which is to harass, oppress, or abuse any person.

(b) Defendants violated 15 U.S.C. § 1692e by making false, deceptive, or misleading representations or means in connection with the debt collection.

(c) Defendants violated 15 U.S.C. § 1692e(2) by misrepresenting the character, amount or legal status of the alleged debt.

(d) Defendants violated 15 U.S.C. § 1692e(10) by using false representations or deceptive means to collect a debt.

(e) Defendants violated 15 U.S.C. § 1692f by using unfair and unconscionable means to attempt to collect Plaintiff's alleged debt.

(f) Defendants violated 15 U.S.C. § 1692f(1) by attempting to collect any amount not authorized by the agreement creating the debt or permitted by law.

(g) Defendants violated 15 U.S.C. § 1692f(1) by failing to send Plaintiff a 30 day validation notice within five (5) days of the initial communication.

22. As a direct and proximate result of the Defendants' illegal collection efforts, Plaintiff has suffered damages in the form of attorneys' fees, costs and expenses.

23. As a direct and proximate result of Defendants' illegal collection efforts and communications, Plaintiff has suffered mental anguish, emotional distress, anger, anxiety, frustration, fear, embarrassment and humiliation.

24. Plaintiff has been seriously damaged by Defendants' violations of the FDCPA and is entitled to actual damages, compensatory damages, costs and attorneys' fees.

25. As a result of the foregoing violations of the FDCPA, Defendants are liable to Plaintiff for actual damages, statutory damages, attorneys' fees and costs in accordance with 15 U.S.C. § 1692k.

#### **CLAIMS FOR RELIEF**

26. Plaintiff incorporates her allegations of paragraphs 1 through 25 as though set forth at length herein.

27. The foregoing acts and omissions of Defendants constitute numerous and multiple violations of the FDCPA including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692, et seq.

28. As a result of each of Defendants' violations of the FDCPA, Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendants.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, Edith Hamilton, prays that judgment be entered against Defendants for the following:

- (1) Actual damages;
- (2) Statutory damages in the amount of \$1,000.00;
- (3) Reasonable attorneys' fees and costs;
- (4) Declaratory judgment that the Defendants' conduct violated the FDCPA;
- (5) Such other and further relief that the Court deems just and proper.

**COUNT II**  
**(U.S. TELEPHONE CONSUMER PROTECTION ACT OF 1991 AND 47 C.F.R.**  
**64.1200, ET SEQ.)**  
**(Plaintiff v. Dynamic Recovery Solutions, LLC)**

29. Plaintiff incorporates her allegations of paragraphs 1 through 28 as though set forth at length herein.

30. Defendant DRS, at all times material and relevant hereto, unfairly, unlawfully, intentionally, deceptively and fraudulently violated the TCPA, 47 U.S.C. §227, et seq. and 47 C.F.R. 64.1200, et seq.

31. Defendant, or others acting on its behalf, placed non-emergency telephone calls to Plaintiff's cellular telephone using an automatic telephone dialing system or pre-recorded or artificial voice in violation of 47 U.S.C. § 227(b)(1)(A)(iii).

32. As a causally-direct and legally proximate result of the above violations of the TCPA, the Defendant, and at all times material and relevant hereto, caused Plaintiff to sustain damages and experience ongoing emotional, psychological, and physical distress and physical responses to the repeated telephone calls.

WHEREFORE, Plaintiff, Edith Hamilton, prays that judgment be entered against Defendant, Dynamic Recovery Solutions, LLC for the following:

- (1) Actual damages;
- (2) Statutory damages in the amount of \$500.00 per call or \$1500.00 per call for willful violations of the TCPA;
- (3) Reasonable attorneys' fees and costs;
- (4) Declaratory judgment that the Defendant's conduct violated the TCPA;
- (5) A permanent injunction prohibiting Defendant from placing non-emergency calls to Plaintiff's cellular telephone using an automatic telephone dialing system or pre-recorded or artificial voice;
- (6) Such other and further relief that the Court deems just and proper.

**V. DEMAND FOR JURY TRIAL**

Plaintiff is entitled to and hereby respectfully demands a trial by jury.

Respectfully submitted,



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Law Office of Michael P. Forbes, P.C.

By: Michael P. Forbes, Esquire

Attorney for Plaintiff

Attorney I.D. #55767

200 Eagle Road

Suite 220

Wayne, PA 19087

(610) 293-9399

(610)293-9388 (Fax)

[michael@mforbeslaw.com](mailto:michael@mforbeslaw.com)



# EXHIBIT A

Edith Hamilton  
2009 N 15th St #1  
Philadelphia PA 19121-2301



May 22, 2014

PO BOX 25759 • GREENVILLE, SC 29616-0759



You Currently Owe: \$1,248.00  
Hospital Name: Temple University Hospital  
Date of Service: 4/30/2004  
Original Account Number: 1439897856  
Current Owner: Value Healthcare Management, L.L.C.  
Current Account Number: HSGBF693273

Dear Edith Hamilton,

We have been asked to contact you by our client, Value Healthcare Management, L.L.C., regarding your past due account with them. Their records indicate that your payment has not been received or processed as of the date of this correspondence. Therefore, the account has been placed with our office for collection. We want you to know that you do have options to resolve this account!

1

Our office will allow you to settle your account for \$374.40 in 2 payments of \$187.20. Your first payment is due on 6/30/2014. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of these two payments, this account will be considered satisfied and closed, and a settlement letter will be issued.

2

If you are unable to accept one of the above settlement offers, please contact our office for a partial payment plan that you can afford. We take pride in working with all customers, regardless of your current financial position.



Customer Service: 877-976-9823



www.gotodrs.com/webpay

Your online password will be the last 4 digits of your SSN or the last 4 digits of your Account Number.



PO BOX 25759, GREENVILLE, SC 29616-0759

**ACH DISCLOSURE:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, that you dispute the validity of the debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. Upon your written request within 30 days after receipt of this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

• Please Detach And Return In The Enclosed Envelope With Your Payment •

PO BOX 25759  
GREENVILLE, SC 29616-0759

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For on-line payment, visit us at: www.gotodrs.com/webpay		
TO PAY BY CREDIT CARD, PLEASE COMPLETE THIS SECTION	<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard
CARD NUMBER	EXP. DATE	
SIGNATURE	SECURITY CODE	
ACCOUNT # HSGBF693273	CIRCLE PAYMENT OPTION 1 2	AMOUNT

DYNAMIC RECOVERY SOLUTIONS  
PO BOX 25759  
GREENVILLE, SC 29616-0759

Edith Hamilton  
2009 N 15th St #1  
Philadelphia PA 19121-2301

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